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MICHAEL K. JEANES, Clerk

By L. Martinad Deputy

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Phoenix, AZ 85007

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

THE STATE OF ARIZONA ex rel. TERRY GODDARD, the Attorney General; and THE CIVIL RIGHTS DIVISION OF THE ARIZONA DEPARTMENT OF LAW,

Plaintiff,

VS.

SABAN RENT-A-CAR, L.L.C., an Arizona limited liability corporation; and A-AAABLE RENTAL LTD., an Arizona corporation,

Defendants.

No. CV 2004-016696

CONSENT DECREE

(Assigned to the Honorable Glenn M. Davis)

On August 27, 2004, Plaintiff, the State of Arizona, through Attorney General Terry Goddard and the Civil Rights Division (collectively "the State"), filed a Complaint in Maricopa County Superior Court against Defendants Saban Rent-A-Car, L.L.C. and A-AAABLE Rental LTD ("collectively "Defendants"), alleging public accommodations discrimination based on disability, in violation of the Arizonans with Disabilities Act, A.R.S. § 41-1492 et seq.

The State and Defendants desire to resolve the issues raised by the Complaint without

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the time, expense and uncertainty of further contested litigation. Defendants and the State expressly acknowledge that this Decree is the compromise of disputed claims and that there was no adjudication of any claim. Without admitting any liability for the claims made in the Complaint filed in this matter, Defendants agree to be bound by this Decree and not to contest that it was validly entered into in any subsequent proceeding to implement or enforce its terms. The parties therefore have consented to the entry of this Decree, waiving trial, findings of fact and conclusions of law.

It appearing to the Court that entry of this Decree will further the objectives of the Arizona Civil Rights Act ("ACRA"), and that the Decree fully protects the parties, the public, and persons who may in the future be discriminated against by the practices described in the State's Complaint, with respect to the matters within the scope of this Decree.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

JURISDICTION

1. This Court has jurisdiction over the subject matter of this action and over the parties hereto, and venue in Maricopa County is proper. The allegations of the Complaint, if proved, are sufficient to state a claim upon which relief could be granted against Defendants under the Arizonans with Disabilities Act.

RESOLUTION OF THE COMPLAINT

2. This Decree resolves all issues and claims relating to acts and practices of discrimination to which this Decree is directed, and, with respect to such matters, compliance with this Decree shall be deemed to be compliance with ACRA.

NO RETALIATION

3. Defendants will not retaliate against Daniel A. Busch, Jr., or any other person in any

way for that person's opposition to a practice made unlawful by ACRA, or for their participation in the State's proceedings or litigation.

POLICY CHANGES

- 4. Within forty-five (45) days of the effective date of this Decree, Defendants shall create a policy, which must be pre-approved by the State, that prohibits all forms of discrimination covered by ACRA. This policy shall be made available in both English and Spanish. At a minimum, this policy shall advise that (1) disability discrimination is prohibited by state and federal discrimination laws; (2) disability discrimination is contrary to the policy of Defendants; (3) Defendants use Arizona Relay Service for accepting and making telephone calls to customers or potential customers who are deaf or hard of hearing; (4) any individual who believes that he or she has been discriminated against in violation of the policy should promptly contact the individual designated in the policy and report the discriminatory conduct; and (5) Defendants' policies include a procedure to investigate and attempt to address any complaint of discrimination.
- 5. Within ten (10) days of the creation of the policy described above, Defendants shall provide a copy of the policy to the State and to Defendants' employees, and shall post this policy in a location where Defendants post other notices and/or information that are either required by law or are of importance to Defendants' customers and employees.
- 6. Defendants agree that, should any customer or potential customer need a reasonable modification of its policies, practices or procedures for their disability in the future:
- a. the manager, assistant manager, customer service representative or other designated representative will promptly inquire as to the type of modification needed;
- b. the manager, assistant manager, customer service representative or other designated representative shall ensure the confidentiality of information regarding the customer or potential customer's disability and/or physical, mental, psychological and/or psychiatric

condition; and

c. the manager, assistant manager, customer service representative or other designated representative shall make a determination whether to grant or deny requests for modifications and provide an oral or written response within twenty-four (24) hours after receipt of the request, unless it is impracticable to do so.

TRAINING

7. Within sixty (60) days of the effective date of this Decree, all of Defendants' employees, agents, independent contractors and/or other persons who are responsible for the management or supervision of each facility currently owned, managed, operated and/or controlled by Defendants within the State of Arizona shall receive training on disability discrimination. The trainings shall consist of at least three (3) hours of instruction. Defendants shall identify the trainer and shall have the training curriculum approved in advance by the State. Within thirty (30) days following completion of this training, Defendants agree to provide notice to the State confirming the date, time and location of the training and a list with the names and positions of those persons who attended the training. Subsequently, Defendants shall provide copies of the training materials to all new managers, supervisors and employees, within thirty (30) days of their hire.

MONETARY RELIEF FOR COMPLAINANT

8. Defendants shall pay Aggrieved Party Daniel A. Busch, Jr. ("Busch") the sum of TEN THOUSAND DOLLARS (\$10,000.00) in full and final settlement of the issues raised in the Complaint. Payment shall be in the form of a cashier's check made payable to "Daniel A. Busch, Jr." and delivered to the State within ten (10) days of the date Defendants sign this Decree.

MONITORING AND ENFORCING CIVIL RIGHTS LAW

9. Defendants shall pay to the State the sum of THREE THOUSAND DOLLARS

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(\$3,000.00) to monitor compliance with the provisions of this Decree and to enforce civil rights laws in Arizona. Payment shall be in the form of a cashier's check made payable to the "Civil Rights Division, Attorney General's Office" and delivered to the State within ten (10) days of the date Defendants sign this Decree. Monitoring shall include, but not be limited to reviewing and approving Defendants' disability policy, ascertaining compliance with the training requirements of this Decree, conducting periodic Arizona Relay Service calls, and otherwise ensuring Defendants' compliance with the terms of this Decree.

10. Defendants shall pay the State the sum of TWO THOUSAND DOLLARS (\$2,000.00) in lieu of a civil penalty to vindicate the public interest and enforce civil rights laws in Arizona. Such payment shall be in the form of a cashier's check made payable to the "Civil Rights Division, Arizona Attorney General's Office" and delivered to the State within ten (10) days of the date Defendants sign the Decree.

COSTS

11. The parties shall bear their respective attorneys' fees and costs incurred in this action up to the date of entry of this Decree. In any action brought to assess or enforce Defendants' compliance with the terms of this Decree, the Court may, in its discretion, award reasonable costs and attorneys' fees to the prevailing party.

CONTINUING JURISDICTION OF THE COURT

12. The Court shall retain jurisdiction over both the subject matter of this Consent Decree and the State and Defendants for two years from the date of entry of the Decree to effectuate and enforce this Decree. The State may petition this Court for compliance with this Decree at any time during the period that this Court maintains jurisdiction over this action. Should the Court determine that Defendants have not complied with this Decree, appropriate relief, including extension of this Decree for such period as may be necessary to remedy its noncompliance, may be ordered. In the event either the State does not submit any petitions for

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compliance with the Decree or the Court determines Defendants have complied with the Decree, the Decree shall automatically expire and the Court shall lose jurisdiction over this action on the date two years after entry of the Decree.

MISCELLANEOUS PROVISIONS

- 13. This Decree shall be binding on Defendants, their agents, employees, successors, assigns and all persons in active concert or participation with Defendants.
- 14. The State and Defendants represent that they have read this Decree in its entirety and are satisfied that they understand and agree to all its provisions, and represent that they have freely signed this Decree without coercion.
 - 15. This Decree shall be governed in all respects by the laws of the State of Arizona.

RELEASE

16. Except for the obligations of Defendants that are expressly set forth in this Decree, Defendants, its agents, employees, successors, assigns and all persons in active concert or participation with Defendants, are released from any and all civil liability to the State and Busch.

NOTICE

17. When this Decree requires the submission of reports, notices or other materials to the State, they shall be mailed to: Christopher R. Houk, Assistant Attorney General, Office of the Attorney General, 1275 W. Washington Street, Phoenix, Arizona 85007, or his successors.

EFFECTUATING DECREE

- 18. The parties agree to the entry of this Decree upon final approval by the Court. The effective date of this Decree shall be the date that it is entered by the Court.
 - 19. This Decree may be executed by the parties in one or more counterparts, each of

which shall be deemed an original, but a	ll of which shall constitute one and the same
instrument.	
ENTERED AND ORDERED th	is // day of / 2006.
	Lenh. Qui
	Honorable Glenn M. Davis Maricopa County Superior Court
	CERTIFIED COPY
APPROVED AS TO FORM AND CONTEN this 5th day of, 200	
TERRY GODDARD Attorney General	MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa. By Mulammad Deputy
Christopher R. Houk, Esq. Ann Hobart, Esq. Assistant Attorneys General 1275 W. Washington Street Phoenix, Arizona 85007 Attorneys for Plaintiff	
Attorneys for Flamith	
APPROVED AS TO FORM AND CONTENT this day of April, 2006:	T
QUARLES & BRADY STREICH LANG LL	P
Edward F. Novak, Esq. Shannon Giles, Esq. Two N. Central Ave Phoenix, AZ 85004-2391 Attorneys for Defendants	

SABAN RENT-A-CAR, LLC

By Jum

Henry

A-AAABLE RENTAL LTD.

By Jim Henry